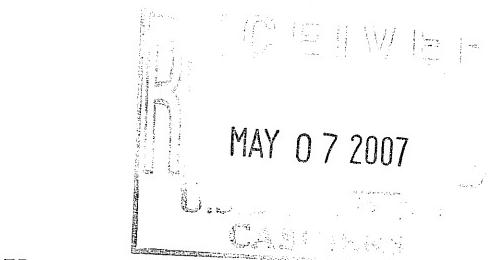


**JUDGE HOLWELL****07 CV 3613**

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
EMPIRE RESOURCES, INC.  
106 Third Street  
Mineola, New York 11501-4404  
(516) 877-2225  
Our Ref.: 06-1007-RB

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
EMPIRE RESOURCES, INC.,



Plaintiff,

07 CV

**COMPLAINT**

-against-

M/V "OOCL BELGIUM", her engines, boilers,  
etc., and OCEANIC CONTAINER LINES, INC.,

Defendant.

-----X

Plaintiff, EMPIRE RESOURCES, INC., by its attorneys BADIAK & WILL, LLP,  
complains of the defendant upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h)  
of the Federal Rules of Civil Procedure.

2. Plaintiff, EMPIRE RESOURCES, INC., was and still is a corporation duly  
organized and existing under and by virtue of the laws of one of the United States of  
America, with an office and place of business located at 1 Parker Plaza, Fort Lee, New  
Jersey 07024.

3. Defendant, OCEANIC CONTAINER LINES, INC., was and still is a  
corporation duly organized and existing under and by virtue of the laws of a foreign  
nation with an office and place of business located at 2350 Hylan Blvd., Staten Island,  
New York 10306.

4. At and during the times hereinafter mentioned, defendant was and still is engaged in the business as a common carrier of merchandise by water for hire and owned, operated, managed, chartered and/or otherwise controlled the vessel M/V "OOCL BELGIUM" and was a bailee of cargo.

5. All conditions precedent required of plaintiff and its predecessors in interest have been performed.

6. That on or about May 3, 2006, at the port of Hamburg, there was shipped aluminum sheets on board the defendant's vessel "OOCL BELGIUM".

7. Said shipment was delivered to defendant and the aforementioned vessel, as common carriers, then being in good order and condition, and defendant accepted said shipment so shipped and delivered to them and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to Vancouver, Canada and there deliver same in like good order and condition as when shipped.

8. Said vessel arrived at Vancouver where defendant failed to make delivery of said shipment in the same good order as received, but seriously damaged and depreciated in value in violation of defendant's and said vessel's obligations and duties as common carriers of merchandise by water for hire and bailees of cargo.

9. By reason of said premises, plaintiff has sustained damages in the amount of \$10,000.00, no part of which has been paid although duly demanded of defendant.

**WHEREFORE**, Plaintiff prays:

1. That process in due form of law may issue according to the practice of this Court.

2. That if defendant cannot be found within this District, that all their property within this District, as shall be described in an addendum hereto, be attached in the amount set forth in this Complaint.

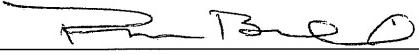
3. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims may issue against the aforesaid vessel.

4. That judgment be entered in favor of plaintiff against the defendant for the amount of plaintiff's damages, together with interest and costs.

DATED: Mineola, New York  
April 25, 2007

Yours, etc.,

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
EMPIRE RESOURCES, INC.  
106 Third Street  
Mineola, New York 11501-4404  
(516) 877-2225  
Our Ref.: 06-1007-RB

By:   
ROMAN BADIAK (RB-1130)